

1-1-74

WARRANTY DEED

M81 Page 20996

KNOW ALL MEN BY THESE PRESENTS, That

PATRICIO LERMA JR

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hereinafter called the grantor, for the consideration hereinafter stated, to grantor paid by

DENNIS H. FASSLER

, hereinafter called

the grantee, does hereby grant, bargain, sell and convey unto the said grantee and grantee's heirs, successors and assigns, that certain real property, with the tenements, hereditaments and appurtenances thereunto belonging or appertaining, situated in the County of Klamath and State of Oregon, described as follows, to-wit:

LOT 2, BLOCK 25, INDUSTRIAL ADDITION TO THE CITY OF KLAMATH FALLS, OR

(IF SPACE INSUFFICIENT, CONTINUE DESCRIPTION ON REVERSE SIDE)

To Have and to Hold the same unto the said grantee and grantee's heirs, successors and assigns forever.

And said grantor hereby covenants to and with said grantee and grantee's heirs, successors and assigns, that grantor is lawfully seized in fee simple of the above granted premises, free from all encumbrances

and that

grantor will warrant and forever defend the said premises and every part and parcel thereof against the lawful claims and demands of all persons whomsoever, except those claiming under the above described encumbrances.

The true and actual consideration paid for this transfer, stated in terms of dollars, is \$ 9,000.00.

~~However, the actual consideration consists of or includes other property or value given or promised which is the whole or part of the consideration (indicate which).~~ (The sentence between the symbols [Ⓢ], if not applicable, should be deleted. See ORS 93.030.)

In construing this deed and where the context so requires, the singular includes the plural and all grammatical changes shall be implied to make the provisions hereof apply equally to corporations and to individuals.

In Witness Whereof, the grantor has executed this instrument this 7 day of DECEMBER, 1981; if a corporate grantor, it has caused its name to be signed and seal affixed by its officers, duly authorized thereto by order of its board of directors.

Patricio M Lerma Jr

(If executed by a corporation,
affix corporate seal)

STATE OF OREGON,)
County of Klamath) ss.
December 7, 1981.

Personally appeared the above named
Patricio Lerma Jr.

and acknowledged the foregoing instrument to be his voluntary act and deed.

Before me:
(OFFICIAL SEAL) *Dennis H. Fassler*
Notary Public for Oregon
My commission expires: 10-1-85

STATE OF OREGON, County of) ss.
Personally appeared) and

who, being duly sworn,
each for himself and not one for the other, did say that the former is the
secretary of

a corporation,
and that the seal affixed to the foregoing instrument is the corporate seal of said corporation and that said instrument was signed and sealed in behalf of said corporation by authority of its board of directors; and each of them acknowledged said instrument to be its voluntary act and deed.

Before me:
(OFFICIAL SEAL)
Notary Public for Oregon
My commission expires:

PATRICIO LERMA JR
X 11720 Finley ST
X Klamath Falls, OR 97601
GRANTOR'S NAME AND ADDRESS
DENNIS H. FASSLER
408 GORDON ST
KLAMATH FALLS, OR 97601
GRANTEE'S NAME AND ADDRESS

After recording return to:

DENNIS H. FASSLER
408 GORDON ST
KLAMATH FALLS, OR 97601
NAME, ADDRESS, ZIP

Until a change is requested all tax statements shall be sent to the following address.

DENNIS H. FASSLER
408 GORDON ST
KLAMATH FALLS, OR 97601
NAME, ADDRESS, ZIP

STATE OF OREGON,) ss.
County of Klamath)

I certify that the within instrument was received for record on the 7 day of December, 1981, at 2:09 o'clock P. M., and recorded in book reel volume No. M 81 on page 20996 or as document fee/file/instrument/microfilm No. 7163. Record of Deeds of said county.

Witness my hand and seal of County affixed.

Even B. Ehn County Clerk

By *Deputy* Deputy
Fee \$4.00

secured by this Deed of Trust shall continue unimpaired. Upon such payment and cure by Borrower, this Deed of Trust and the obligations secured hereby shall remain in full force and effect as if no acceleration had occurred.

20. **Assignment of Rents; Appointment of Receiver; Lender in Possession.** As additional security hereunder, Borrower hereby assigns to Lender the rents of the Property, provided that Borrower shall, prior to acceleration under paragraph 18 hereof or abandonment of the Property, have the right to collect and retain such rents as they become due and payable.

Upon acceleration under paragraph 18 hereof or abandonment of the Property, Lender, in person, by agent or by judicially appointed receiver, shall be entitled to enter upon, take possession of and manage the Property and to collect the rents of the Property including those past due. All rents collected by Lender or the receiver shall be applied first to payment of the costs of management of the Property and collection of rents, including, but not limited to, receiver's fees, premiums on receiver's bonds and reasonable attorney's fees, and then to the sums secured by this Deed of Trust. Lender and the receiver shall be liable to account only for these rents actually received.

21. **Future Advances.** Upon request of Borrower, Lender, at Lender's option prior to full reconveyance of the Property by Trustee to Borrower, may make Future Advances to Borrower. Such Future Advances, with interest thereon, shall be secured by this Deed of Trust when evidenced by promissory notes stating that said notes are secured hereby.

22. **Reconveyance.** Upon payment of all sums secured by this Deed of Trust, Lender shall request Trustee to reconvey the Property and shall surrender this Deed of Trust and all notes evidencing indebtedness secured by this Deed of Trust to Trustee. Trustee shall reconvey the Property without warranty and without charge to the person or persons legally entitled thereto. Such person or persons shall pay all costs of recordation, if any.

23. **Substitute Trustee.** In accordance with applicable law, Lender may from time to time remove Trustee and appoint a successor trustee to any Trustee appointed hereunder. Without conveyance of the Property, the successor trustee shall succeed to all the title, power and duties conferred upon the Trustee herein and by applicable law.

24. **Use of Property.** The Property is not currently used for agricultural, timber or grazing purposes.

25. **Attorney's Fees.** As used in this Deed of Trust and in the Note, "attorney's fees" shall include attorney's fees, if any, which shall be awarded by an appellate court.

IN WITNESS WHEREOF, Borrower has executed this Deed of Trust.

Charles R. Dehlinger
—Borrower
Barbara S. Dehlinger
—Borrower

STATE OF OREGON, Klamath County ss:

On this... 4th... day of December... 1981... personally appeared the above named
.. Charles R. Dehlinger and Barbara S. Dehlinger and acknowledged
the foregoing instrument to be... their... voluntary act and deed.

(Official Seal)

My Commission expires: 11-12-82

Before me:

Sherald V. Brown
Notary Public for Oregon

REQUEST FOR RECONVEYANCE

TO TRUSTEE:

The undersigned is the holder of the note or notes secured by this Deed of Trust. Said note or notes, together with all other indebtedness secured by this Deed of Trust, have been paid in full. You are hereby directed to cancel said note or notes and this Deed of Trust, which are delivered hereby, and to reconvey, without warranty, all the estate now held by you under this Deed of Trust to the person or persons legally entitled thereto.

Date:

(Space Below This Line Reserved For Lender and Recorder)

STATE OF OREGON; COUNTY OF KLAMATH; ss.

Filed for record ~~EXEMPT~~

this 7 day of December A.D. 19 81 at 10:41 A.M.

duly recorded in Vol. M 81, of M 81 on 12-20-81

Fee \$16.00

By *Joyce M. Shaw*
EVELYN BIEHN, County